

1 Amberlea Davis NV Bar #11551  
2 LAW OFFICES OF AMBERLEA DAVIS  
3 501 S. 6<sup>th</sup> Street  
4 Las Vegas, NV 89101  
(702) 440-8000  
Amber@sheismylawyer.com  
Attorney for Creditor

5  
6 **UNITED STATES BANKRUPTCY COURT**  
7 **DISTRICT OF NEVADA**

8  
9  
10  
11  
12  
13  
14 In re: ) 23-11306-nmc  
15 )  
16 KWANG BIN NA ) Chapter 7  
17 Debtor )  
18 ) NOTICE OF MOTION FOR RELIEF  
19 ) FROM AUTOMATIC STAY  
20 )  
21 ) Date: October 24, 2023  
22 ) Time: 1:30 PM

---

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000  
1001  
1002  
1003  
1004  
1005  
1006  
1007  
1008  
1009  
1000  
1001  
1002  
1003  
1004  
1005  
1006  
1007  
1008  
1009  
1010  
1011  
1012  
1013  
1014  
1015  
1016  
1017  
1018  
1019  
1010  
1011  
1012  
1013  
1014  
1015  
1016  
1017  
1018  
1019  
1020  
1021  
1022  
1023  
1024  
1025  
1026  
1027  
1028  
1029  
1020  
1021  
1022  
1023  
1024  
1025  
1026  
1027  
1028  
1029  
1030  
1031  
1032  
1033  
1034  
1035  
1036  
1037  
1038  
1039  
1030  
1031  
1032  
1033  
1034  
1035  
1036  
1037  
1038  
1039  
1040  
1041  
1042  
1043  
1044  
1045  
1046  
1047  
1048  
1049  
1040  
1041  
1042  
1043  
1044  
1045  
1046  
1047  
1048  
1049  
1050  
1051  
1052  
1053  
1054  
1055  
1056  
1057  
1058  
1059  
1050  
1051  
1052  
1053  
1054  
1055  
1056  
1057  
1058  
1059  
1060  
1061  
1062  
1063  
1064  
1065  
1066  
1067  
1068  
1069  
1060  
1061  
1062  
1063  
1064  
1065  
1066  
1067  
1068  
1069  
1070  
1071  
1072  
1073  
1074  
1075  
1076  
1077  
1078  
1079  
1070  
1071  
1072  
1073  
1074  
1075  
1076  
1077  
1078  
1079  
1080  
1081  
1082  
1083  
1084  
1085  
1086  
1087  
1088  
1089  
1080  
1081  
1082  
1083  
1084  
1085  
1086  
1087  
1088  
1089  
1090  
1091  
1092  
1093  
1094  
1095  
1096  
1097  
1098  
1099  
1090  
1091  
1092  
1093  
1094  
1095  
1096  
1097  
1098  
1099  
1100  
1101  
1102  
1103  
1104  
1105  
1106  
1107  
1108  
1109  
1100  
1101  
1102  
1103  
1104  
1105  
1106  
1107  
1108  
1109  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148  
1149  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148  
1149  
1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1170  
1171  
1172  
1173  
1174  
1175  
1176  
1177  
1178  
1179  
1170  
1171  
1172  
1173  
1174  
1175  
1176  
1177  
1178  
1179  
1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1190  
1191  
1192  
1193  
1194  
1195  
1196  
1197  
1198  
1199  
1190  
1191  
1192  
1193  
1194  
1195  
1196  
1197  
1198  
1199  
1200  
1201  
1202  
1203  
1204  
1205  
1206  
1207  
1208  
1209  
1200  
1201  
1202  
1203  
1204  
1205  
1206  
1207  
1208  
1209  
1210  
1211  
1212  
1213  
1214  
1215  
1216  
1217  
1218  
1219  
1210  
1211  
1212  
1213  
1214  
1215  
1216  
1217  
1218  
1219  
1220  
1221  
1222  
1223  
1224  
1225  
1226  
1227  
1228  
1229  
1220  
1221  
1222  
1223  
1224  
1225  
1226  
1227  
1228  
1229  
1230  
1231  
1232  
1233  
1234  
1235  
1236  
1237  
1238  
1239  
1230  
1231  
1232  
1233  
1234  
1235  
1236  
1237  
1238  
1239  
1240  
1241  
1242  
1243  
1244  
1245  
1246  
1247  
1248  
1249  
1240  
1241  
1242  
1243  
1244  
1245  
1246  
1247  
1248  
1249  
1250  
1251  
1252  
1253  
1254  
1255  
1256  
1257  
1258  
1259  
1250  
1251  
1252  
1253  
1254  
1255  
1256  
1257  
1258  
1259  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1270  
1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279  
1270  
1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279  
1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1290  
1291  
1292  
1293  
1294  
1295  
1296  
1297  
1298  
1299  
1290  
1291  
1292  
1293  
1294  
1295  
1296  
1297  
1298  
1299  
1300  
1301  
1302  
1303  
1304  
1305  
1306  
1307  
1308  
1309  
1300  
1301  
1302  
1303  
1304  
1305  
1306  
1307  
1308  
1309  
1310  
1311  
1312  
1313  
1314  
1315  
1316  
1317  
1318  
1319  
1310  
1311  
1312  
1313  
1314  
1315  
1316  
1317  
1318  
1319  
1320  
1321  
1322  
1323  
1324  
1325  
1326  
1327  
1328  
1329  
1320  
1321  
1322  
1323  
1324  
1325<br

## Exhibit A

### Motion for Relief from Stay

1 Amberlea Davis NV Bar #11551  
 2 LAW OFFICES OF AMBERLEA DAVIS  
 3 501 S. 6<sup>th</sup> Street  
 4 Las Vegas, NV 89101  
 5 (702) 440-8000  
 6 Amber@sheismylawyer.com  
 7 Attorney for Creditor

5  
**UNITED STATES BANKRUPTCY COURT**  
 6 **DISTRICT OF NEVADA**

7 In re: ) 23-11306-nmc  
 8 )  
 9 KWANG BIN NA ) Chapter 7  
 10 )  
 11 Debtor ) MOTION FOR RELIEF  
 12 ) FROM AUTOMATIC STAY  
 13 )  
 14 ) Date: October 24, 2023  
 15 ) Time: 1:30 PM

---

16 Creditor Hao Lin (“Lin”) hereby moves this court pursuant to 11 U.S.C. § 362 for relief  
 17 from the automatic stay with respect to an unlawful detainer action related to real property  
 18 commonly known as 7612 Borealis Street, Las Vegas, NV 89123 (“Subject Property”). In  
 19 particular Creditor requests that this Court issue an Order allowing Creditor to continue eviction  
 20 proceedings against Debtor. Creditor asks for relief based on 11 U.S.C. §§362(d)(1) and (d)(2).  
 21 This motion is supported by the attached Memorandum of Points and Authorities and any  
 22 testimony the court may entertain.

23 The Creditor states as follows:

24 **FACTUAL BACKGROUND**

25 On or about August 15, 2019, Creditor as Landlord and Debtor as Tenant, entered into a  
 26 Residential Lease (“Lease”) [Exhibit A, Lease] for the Subject Property. Pursuant to the Lease, the  
 27 term of tenancy commenced on August 15, 2019 and continued until August 14, 2020. The Lease  
 28 then renewed as a month-to-month tenancy. The monthly rent was originally \$1635 but was  
 29 increased to \$2035. Creditor remains in the property as of filing.

1 Debtor fell behind in September 2022 and has made no additional payments. In April 2023,  
2 Creditor filed for summary eviction based on a pay or quit notice. Debtor filed for bankruptcy on  
3 April 4, 2023. Currently the rental arrearage is more than \$26,000 with \$12,210 being post-petition  
4 debt.

5 **Relief from Stay is Proper Pursuant to 11 U.S.C. §362(d)(1)**

6 “Cause” exists under 11 U.S.C. §362(d)(1) to lift the automatic stay as Debtor continues to  
7 occupy the property without compensating the Creditor. The rent is due monthly and Debtor has  
8 fallen further behind post-petition. Consequently, strong “cause” exists to lift the automatic stay.

9 **Relief from the Stay is Proper under 11 U.S.C. §362(d)(2)**

10 Pursuant to 11 U.S.C. §362(d)(2), the Court may terminate the automatic stay, with respect  
11 to a stay of an act against property, if the debtor does not have an equity in the property and if such  
12 property is not necessary to an effective reorganization. Debtor is a tenant of the property in  
13 question and consequently has no equity in the property. Moreover, as the subject property is not  
14 part of the bankruptcy estate, it is not necessary for an effective reorganization. Consequently, the  
automatic stay should be lifted to allow the eviction process to proceed.

15 **CONCLUSION**

16 Relief from the stay is appropriate under 11 U.S.C. §362(d). “Cause” for relief exists as  
17 the Creditor will suffer undue financial hardship should the Property remain protected by §362.  
18 Relief is also appropriate under §362(d)(2) because the Debtor has no equity in the property and  
because it is not necessary for an effective reorganization.

19 ...

20 ...

21 ...

22

23

24

25

1           **WHEREFORE**, the Creditor respectfully prays that this Honorable Court:

2           1. Grant the Creditor relief from the stay and to allow Creditor to repossess the Property  
3           and evict the Debtor from the Property;

4           2. Grant the Creditor any such relief as the Court deems appropriate.

5  
6           DATED September 20, 2023.

7           RESPECTFULLY SUBMITTED:

8           /s/ *Amberlea Davis*  
9           AMBERLEA DAVIS Bar # 11551  
10           501 S. 6<sup>th</sup> Street, Las Vegas, NV 89101  
11           Telephone: 702-380-4274  
12           Fax: 702-380-8496  
13           Amber@sheismylawyer.com  
14           Attorney for Hao Lin

1  
2  
3  
4  
5  
6  
7  
8 Amberlea Davis NV Bar #11551  
9 LAW OFFICES OF AMBERLEA DAVIS  
10 501 S. 6<sup>th</sup> Street  
11 Las Vegas, NV 89101  
12 (702) 440-8000  
13 Amber@sheismylawyer.com  
14 Attorney for Creditor

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

26 In re: ) 23-11306-nmc  
27 )  
28 ) Chapter 7  
29 KWANG BIN NA )  
30 ) MOTION FOR RELIEF  
31 ) FROM AUTOMATIC STAY  
32 Debtor )  
33 )  
34 ) Date: October 24, 2023  
35 ) Time: 1:30 PM

---

36  
37  
38  
39  
40  
**[PROPOSED] ORDER TERMINATING THE AUTOMATIC STAY**

41 The Motion for Relief from Stay having been properly served, the Court makes its Order  
42 as follows:

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in  
2 the above-entitled Bankruptcy case shall be terminated as to the Debtor in favor of Movant, as it  
3 pertains to the certain premises located at 7612 Borealis Street, Las Vegas, NV 89123.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Creditor may go  
5 forward with all remedies to which he is entitled, to take possession of said real property, using  
6 state court proceedings to do so, if necessary.

7

8 RESPECTFULLY SUBMITTED:

9 /s/ Amberlea Davis  
10 AMBERLEA DAVIS Bar # 11551  
11 501 S. 6<sup>th</sup> Street, Las Vegas, NV 89101  
12 Telephone: 702-380-4274  
Fax: 702-380-8496  
Amber@sheismylawyer.com  
13 Attorney for Creditor HAO LIN

## **ALTERNATIVE METHOD RE: RULE 9021**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

\_\_\_\_ The court has waived the requirement set forth in LR 9021(1).

No party appeared at the hearing or filed an objection to the motion.

\_\_\_\_ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

RESPECTFULLY SUBMITTED:

/s/ Amberlea Davis  
AMBERLEA DAVIS Bar # 11551  
501 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Telephone: 702-380-4274  
Fax: 702-380-8496  
Amber@sheismylawyer.com  
*Attorney for Creditor*

## CERTIFICATE OF SERVICE

On September 20, 2023, I duly served the following documents:

- Motion for Relief from Stay
- Proposed Order

Via the Court's Electronic Filing System to all listed parties receiving notice pursuant to the Court's CM/ECF system.

DATED: September 20, 2023.

/s/ Amberlea Davis  
Attorney for Creditor

1  
2  
3  
4  
5  
6  
7  
8  
9  
10 **Exhibit A**  
11 **Lease**  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



## RESIDENTIAL LEASE AGREEMENT

for

7612 Borealis St

Las Vegas NV 89123

(Property Address)

1. This AGREEMENT is entered into this 15th day of August, 2019 between  
 2 OWNER'S Name: Hao Lin, OWNER'S Name:  
 3 (collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and  
 4 TENANT's Name: Kwang Bin Na TENANT's Name:  
 5 TENANT's Name:  TENANT's Name:   
 6 (collectively, "TENANT"), which parties hereby agree to as follows:  
 7  
 8 2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the  
 9 terms and conditions of the lease, the Premises known and designated as 7612 Borealis St  
 10 Las Vegas NV 89123 ("the Premises"). Premises Mail Box # ,  
 11 Parking Space # , Storage Unit # , Other .  
 12  
 13 3. TERM: The term hereof shall commence on 08/15/19 and continue until 8/14/20, with  
 14 a total rent of \$ 19,620.00, then on a month-to-month basis thereafter, until either party shall terminate the  
 15 same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All calculation  
 16 based on 30 day month), as governed by paragraph 23 herein  
 17  
 18 4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of  
 19 1,635.00 per month on the first day of each calendar month as Periodic Rent,  
 20 at  
 21 or at such other place as LANDLORD may designate in writing.  
 22  
 23 5. SUMMARY: The initial rents, charges and deposits are as follows:  
 24  
 25

|   | Total             | Received        | Balance Due       |
|---|-------------------|-----------------|-------------------|
| Rent: From <u>08/15/19</u> , To <u>09/14/19</u> | \$ <u>1600</u>    | \$ <u></u>      | \$ <u>1600.00</u> |
| Security Deposit                                | \$ <u>1700</u>    | \$ <u></u>      | \$ <u>1700.00</u> |
| Key Deposit                                     | \$ <u>100</u>     | \$ <u></u>      | \$ <u>100.00</u>  |
| Key Fee (non-refundable)                        | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Admin/Credit App Fee (non-refundable)           | \$ <u>75</u>      | \$ <u>75</u>    | \$ <u></u>        |
| Pet Deposit                                     | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Pet Fee (non-refundable)                        | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Cleaning Deposit                                | \$ <u>400</u>     | \$ <u></u>      | \$ <u>400.00</u>  |
| Cleaning Fee (non-refundable)                   | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Additional Security                             | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Utility Proration                               | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Sewer/Trash Proration                           | \$ <u>35</u>      | \$ <u></u>      | \$ <u>35.00</u>   |
| Pre-Paid Rent                                   | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Pro-Rated Rent for <u></u>                      | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Other <u></u>                                   | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Other <u></u>                                   | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| Other <u></u>                                   | \$ <u></u>        | \$ <u></u>      | \$ <u></u>        |
| <b>TOTAL</b>                                    | \$ <u>3910.00</u> | \$ <u>75.00</u> | \$ <u>3835.00</u> |

Property 7612 Borealis St  
 Owner's Name Hao Lin Tenant Kwang Bin Na Initials K.N. Owner's Name Hao Tenant  Initials   
 Tenant  Initials  Tenant  Initials  Tenant  Initials

1 6. ADDITIONAL MONIES DUE: \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5

## 6 7. ADDITIONAL FEES:

7  
8 A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
9 \$ 100 OR % of the Periodic Rent.  
1011 B. DISHONORED CHECKS: A charge of \$ 35 shall be imposed for each dishonored check made by  
12 TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a  
13 returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby  
14 agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments  
15 tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed  
16 to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal  
17 sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is  
18 tendered for the purpose of committing a fraud upon a creditor.  
1920 C. ADDITIONAL RENT: All dishonored check charges shall be due when incurred and shall become additional  
21 rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or  
22 any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills,  
23 landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month  
24 after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction  
25 proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default  
26 of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other  
27 rights and remedies under this Agreement or as provided by law.  
28

## 29 8. SECURITY DEPOSITS: Upon execution of this Agreement,

30 TENANT's Name: Kwang Bin Na TENANT's Name: \_\_\_\_\_  
31 TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_32 shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. TENANT shall not apply the  
33 Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the  
34 tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due  
35 LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of  
36 TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease  
37 term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT  
38 with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of  
39 premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to  
40 prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT  
41 identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the  
42 Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit  
43 to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above,  
44 to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including  
45 tile and grout.) Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.  
46

|              |                  |           |        |          |
|--------------|------------------|-----------|--------|----------|
| Property     | 7612 Borealis St | Las Vegas | NV     | 89123    |
| Owner's Name | Hao Lin          |           |        |          |
| Tenant       | Kwang Bin Na     | Initials  | K.B.N. | Initials |
| Tenant       |                  | Initials  |        | Initials |

**9. CONDITION OF PREMISES:** TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and rentable condition.

**10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

**11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ 500 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

**12. CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

*K.N. 24* 1 Door key(s) *K.N. 24* Garage Transmitter/Fob(s) Pool Key(s)  
1 Mailbox key(s) *K.N. 24* Gate Card/Fob(s) Other(s)  
Laundry Room key(s)) Gate Transmitter/Fob(s) Other(s)

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

**13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

15. **GUESTS:** The TENANT agrees to pay the sum of \$ 50.00 per day for each guest remaining on the Premises  
more than 15 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more  
than 30 days.

**16. UTILITIES:** TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner:

Electricity T Trash O Trash Can Rental: N/A Phone T  
Gas T Sewer O Cable T Other \_\_\_\_\_  
Water T Septic N/A Association Fees O Other \_\_\_\_\_

a. TENANT is responsible to connect the following utilities in TENANT'S name: Power, Water, Gas,

Property 7612 Borealis St Las Vegas NV 89123  
Owner's Name Hao Lin Owner's Name *Hao*  
Tenant Kwang Bin Na Initials *K.B.N.* Tenant Initials  
Tenant Initials Tenant Initials

1 Cable, Telephone, etc.  
2

3 b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill  
4 TENANT for connection fees and use accordingly for the entire term of the lease: Trash & Sewer will  
5 remain under owner's name. The \$35.00 monthly pro-ration of those fees is included in  
6 the monthly rent

7 c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without  
8 the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible  
9 for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite  
10 dishes and restore the subject property to its original condition at the termination of this Agreement.

11 d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services  
12 company and shall pay all costs associated therewith.

13 e. TENANT shall not default on any obligation to a utility provider for utility services at the Property.  
14 Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME  
15 OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a  
16 zero balance upon move out.

17 f. Other: \_\_\_\_\_

18 17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in  
19 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark  
20 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.  
21 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has  
22 pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying.  
23 TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control  
24 providers, TENANT should contact the State of Nevada Division of Agriculture.

25 18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the  
26 event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written  
27 permission be granted for occupancy of the designated pet, an additional security deposit in the amount of  
28 \$ N/A will be required and paid by TENANT in advance subject to deposit terms and conditions  
29 aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide  
30 to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property  
31 damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S  
32 AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S  
33 BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If  
34 TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph  
35 21. TENANT further agrees to pay an immediate fine of \$ 500.00. TENANT agrees to indemnify LANDLORD  
36 for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises,  
37 whether or not written permission was granted.

38 19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats,  
39 campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:  
40 \_\_\_\_\_

|              |                  |              |              |              |           |          |       |
|--------------|------------------|--------------|--------------|--------------|-----------|----------|-------|
| Property     | 7612 Borealis St | Owner's Name | Hao Lin      | Owner's Name | Las Vegas | NV       | 89123 |
| Owner's Name |                  | Tenant       | Kwang Bin Na | Tenant       |           | Initials |       |
| Tenant       |                  | Initials     | K.N.         | Tenant       |           | Initials |       |
| Tenant       |                  | Initials     |              | Tenant       |           | Initials |       |

1           TENANT shall not conduct nor permit any work on vehicles on the premises without the express written  
 2           consent of the Owner.

4           **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent.  
 5           Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the  
 6           Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture  
 7           permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD,  
 8           TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or  
 9           improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

11           **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any  
 12           Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or  
 13           TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default,  
 14           LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall  
 15           issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related  
 16           to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies  
 17           available.

19           a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not  
 20           attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply  
 21           any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit  
 22           shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or  
 23           deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT  
 24           leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit  
 25           shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the  
 26           TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by  
 27           TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from  
 28           LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy  
 29           available by law, equity or otherwise.

30           b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if  
 31           TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection  
 32           Agency. TENANT understands and acknowledges that LANDLORD/Owner may give an Attorney or a Collection  
 33           Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any  
 34           other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any  
 35           liability in relation to the release of any personal information to these entities.

37           **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver  
 38           of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to  
 39           waive any right of LANDLORD or affect any notice of termination or eviction.

42           a. **ABANDONMENT.** LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the  
 43           Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic  
 44           rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended  
 45           absence.

47           b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the  
 48           following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability

|              |                  |              |    |       |
|--------------|------------------|--------------|----|-------|
| Property     | 7612 Borealis St | Las Vegas    | NV | 89123 |
| Owner's Name | Hao Lin          | Owner's Name |    |       |
| Tenant       | Kwang Bin Na     | Initials     |    |       |
| Tenant       |                  | Initials     |    |       |

to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting.

LANDLORD also may dispose of any of TENANTS abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

**23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

**24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows:  
**Hao Lin @801-706-0315 or  
kearns@bcomail.com**

**26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 200.00. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

Property 7612 Borealis St Las Vegas NV 89123  
Owner's Name Hao Lin Owner's Name Hao  
Tenant Kwang Bin Na Initials K.N. Tenant  
Tenant Initials Tenant Initials

1 to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and  
 2 may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may  
 3 hold TENANT liable for any difference between the rent that would have been payable under this Lease during  
 4 the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized  
 5 by LANDLORD by means of such reletting.

6 LANDLORD also may dispose of any of TENANTs abandoned personal property, pursuant to Nevada law as  
 7 LANDLORD deems appropriate, without liability to TENANT.

9 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the  
 10 Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last  
 11 month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days  
 12 prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT  
 13 shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not  
 14 authorized by LANDLORD, rent shall increase by 10 %.

16 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall  
 17 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the  
 18 LANDLORD in good, clean and sanitary condition, normal wear excepted.

20 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential  
 21 services emergencies on behalf of the LANDLORD is as follows:  
 22 Hao Lin @801-706-0315 or  
 23 kearnt@hotmail.com

25 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately  
 26 report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any  
 27 water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held  
 28 responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be  
 29 responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 200.00. TENANT  
 30 agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that  
 31 of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused  
 32 by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances,  
 33 carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded  
 34 as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT  
 35 acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

37 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at  
 38 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for  
 39 major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT  
 40 neglect will be the responsibility of TENANT.

42 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

44 c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer  
 45 lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems  
 46 that are not caused by TENANT.

|          |                  |              |         |              |           |          |       |
|----------|------------------|--------------|---------|--------------|-----------|----------|-------|
| Property | 7612 Borealis St | Owner's Name | Hao Lin | Owner's Name | Las Vegas | NV       | 89123 |
| Tenant   | Kwang Bin Na     | Initials     | K.B.N.  | Tenant       | Hao       | Initials |       |
| Tenant   |                  | Initials     |         | Tenant       |           | Initials |       |

1 d. There \_\_\_\_\_ is -OR-  is not a landscape contractor whose name and phone number are as follows:

2  
3  
4 In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape  
5 contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of  
6 any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system  
7 in good condition.

8  
9 In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and  
10 trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and  
11 fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner,  
12 LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the  
13 actual cost. Said costs shall immediately become additional rent.

14 e. There \_\_\_\_\_ is -OR-  is not a pool contractor whose name and phone number are as follows:

15  
16  
17 In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool  
18 maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed  
19 as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

20  
21 In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any.  
22 TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to  
23 maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service  
24 and charge TENANT with the actual cost. Said costs shall become additional rent.

25  
26 f. Smoking \_\_\_\_\_ will or  will not be permitted in or about the Premises. TENANT will be charged any  
27 costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

28  
29  
30 27. **ACCESS:** TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all  
31 reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic  
32 maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled  
33 appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred  
34 which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny  
35 LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of  
36 emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four  
37 (24) hours notification for entry, except in case of emergency.

38  
39 a. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may  
40 display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to  
41 prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the  
42 Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation  
43 necessary to facilitate the use of a lockbox.

44  
45 28. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners  
46 association planned unit development, condominium development ("the Association") or such, TENANT hereby  
47 agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations)  
48 of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so

|              |                  |              |           |          |       |
|--------------|------------------|--------------|-----------|----------|-------|
| Property     | 7612 Borealis St | Owner's Name | Las Vegas | NV       | 89123 |
| Owner's Name | Hao Lin          | Owner's Name |           |          |       |
| Tenant       | Kwang Bin Na     | Initials     | K.N.      | Initials |       |
| Tenant       |                  | Initials     |           | Initials |       |

1 by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute  
 2 a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered  
 3 as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT  
 4 acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense,  
 5 shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD  
 6 may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use  
 7 of the Premises and of the common areas (if any). [ ] [ ] [ ] [ ]

8  
 9 **29. INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if  
 10 absent.)

|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Refrigerator  | <input type="checkbox"/> Intercom System          | <input type="checkbox"/> Spa Equipment                  |
| <input checked="" type="checkbox"/> Stove   | <input checked="" type="checkbox"/> Alarm System  | <input checked="" type="checkbox"/> Auto Sprinklers     |
| <input checked="" type="checkbox"/> Microwave   | <input type="checkbox"/> Trash Compactor          | <input checked="" type="checkbox"/> Auto Garage Openers |
| <input checked="" type="checkbox"/> Disposal  | <input checked="" type="checkbox"/> Ceiling Fans  | <input type="checkbox"/> BBQ                            |
| <input checked="" type="checkbox"/> Dishwasher  | <input type="checkbox"/> Water Conditioner Equip. | <input type="checkbox"/> Solar Screens                  |
| <input checked="" type="checkbox"/> Washer  | <input checked="" type="checkbox"/> Dryer         | <input type="checkbox"/> Pool Equipment                 |
| <input checked="" type="checkbox"/> Garage Opener   | <input type="checkbox"/> Gate Remotes             | <input checked="" type="checkbox"/> Carpet              |
| <input checked="" type="checkbox"/> Trash Can(s) (circle one) owner provided / trash service provided |   |   |
| Floor Coverings (specify type) _____  |   |   |
| Window Coverings (specify type) _____   |   |   |
| _____   | _____   | _____   |
| _____   | _____   | _____   |
| _____   | _____   | _____   |
| _____   | _____   | _____   |

25 TENANT acknowledges that any appliances that are on the premises are for TENANTs use and convenience;  
 26 however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager,  
 27 LANDLORD and or the owners are not responsible for any damages caused to TENANTs personal property, to  
 28 include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

29  
 30 **30. INSURANCE:** TENANT  is -OR-  is not required to purchase renter's insurance. LANDLORD  
 31 BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such  
 32 policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property  
 33 occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and  
 34 hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does  
 35 not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by  
 36 fire or other casualty not due to TENANTs negligence or willful act, or that of TENANT's family, agent, or visitor,  
 37 there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises  
 38 is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent  
 39 shall be prorated up to the time of the damage.

40  
 41 TENANT hereby acknowledges that the OWNER of the subject property does  or does not  have homeowner's  
 42 insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant  
 43 matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact  
 44 OWNER's insurance coverage under said policy.

45  
 46 **31. ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or  
 47 maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance.  
 48 Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a

|              |                  |              |         |              |           |          |       |
|--------------|------------------|--------------|---------|--------------|-----------|----------|-------|
| Property     | 7612 Borealis St | Owner's Name | Hao Lin | Owner's Name | Las Vegas | NV       | 89123 |
| Owner's Name | Hao Lin          | Initials     | K.N.    | Tenant       | Hao       | Initials |       |
| Tenant       | Kwang Bin Na     | Initials     |         | Tenant       |           | Initials |       |
| Tenant       |                  | Initials     |         | Tenant       |           | Initials |       |

misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

### 32. ADDITIONAL RESPONSIBILITIES:

- a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.
- b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.
- c. The Premises        will -OR-   x   will not be freshly painted before occupancy. If not freshly painted, the Premises        will -OR-   x   will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.
- d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than       5       business days of vacating the Premises.
- e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.
- f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)
- g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.
- h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in

Property 7612 Borealis St Las Vegas NV 89123  
Owner's Name Hao Lin Owner's Name Hao  
Tenant Kwang Bin Na Initials K.B.N. Tenant \_\_\_\_\_ Initials \_\_\_\_\_  
Tenant \_\_\_\_\_ Initials \_\_\_\_\_ Tenant \_\_\_\_\_ Initials \_\_\_\_\_

1 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may  
 2 not exhibit more than one political sign for each candidate, political party or ballot question.  
 3

4 i. **DANGEROUS MATERIALS.** TENANT shall not keep or have on or around the Premises any article or thing  
 5 of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around  
 6 the Premises or that might be considered hazardous.  
 7

8 **33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid  
 9 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes  
 10 shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the  
 11 Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.  
 12 There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the  
 13 subject matter of this Agreement.  
 14

15 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum  
 16 and any other provisions of this Agreement, the provisions of the addendum shall govern.  
 17

18 **35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against  
 19 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and  
 20 costs.  
 21

22 **36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in  
 23 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.  
 24

25 **37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or  
 26 TENANT's rights under the laws of the State of Nevada.  
 27

28 **38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable,  
 29 such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.  
 30

31 **39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall  
 32 be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the  
 33 law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of  
 34 the evidence.  
 35

36 **40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this  
 37 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy  
 38 of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS  
 39 Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same  
 40 document and all counterparts and copies will be construed together and will constitute one and the same instrument.  
 41

42 **41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, N/A  
 43 is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct  
 44 or indirect, in this transaction:  Principal (LANDLORD or TENANT) -OR-  family relationship or business  
 45 interest: N/A.  
 46

47 **42. CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:  
 48

|              |                  |              |              |              |           |          |       |
|--------------|------------------|--------------|--------------|--------------|-----------|----------|-------|
| Property     | 7612 Borealis St | Owner's Name | Hao Lin      | Owner's Name | Las Vegas | NV       | 89123 |
| Owner's Name |                  | Tenant       | Kwang Bin Na | Initials     | K.N.      | Initials |       |
| Tenant       |                  | Tenant       |              | Initials     |           | Initials |       |

1 TENANT's Brokerage: America's Choice Realty LLC Broker's Name: Richard W Byrd  
 2 DESIGNATED PROPERTY MANAGER  
 3 Agent's Name: David M Webster Agent's License #: S.0172735  
 4 Address: 8867 W Flamingo Rd Ste 200-A Las Vegas NV 89147  
 5 Phone: 702-468-4878 Fax: \_\_\_\_\_ Email: info@websterforce.com

7 LANDLORD's Brokerage: \_\_\_\_\_ Broker's Name: \_\_\_\_\_  
 8 DESIGNATED PROPERTY MANAGER \_\_\_\_\_  
 9 Agent's Name: \_\_\_\_\_ Agent's License #: \_\_\_\_\_  
 10 Address: \_\_\_\_\_  
 11 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

13 **43. NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection  
 14 with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

16 BROKERAGE: \_\_\_\_\_  
 17 BROKER: \_\_\_\_\_  
 18 DESIGNATED PROPERTY MANAGER: \_\_\_\_\_  
 19 Address: \_\_\_\_\_  
 20 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

22 TENANT: Kwang Bin Na  
 23 Address: 7612 Borealis St Las Vegas NV 89123  
 24 Phone: 213-400-7934 Fax: \_\_\_\_\_ Email: calvin.na@gmail.com

26 **44. MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United  
 27 States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders  
 28 to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the  
 29 military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon  
 30 giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a  
 31 copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which  
 32 warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises  
 33 past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no  
 34 damages to the premises, as described by law.

36 **45. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other  
 37 information:

- 38 A.  Lease Addendum for Drug Free Housing
- 39 B.  Lease Addendum for Illegal Activity
- 40 C.  Smoke Detector Agreement
- 41 D.  HOA Rules and Regulations
- 42 E.  Other: Property Condition Report
- 43 F.  Other: \_\_\_\_\_
- 44 G.  Other: \_\_\_\_\_
- 45 H.  Other: \_\_\_\_\_

|                                  |                             |                               |                 |
|----------------------------------|-----------------------------|-------------------------------|-----------------|
| Property <u>7612 Borealis St</u> | Owner's Name <u>Hao Lin</u> | Owner's Name <u>Las Vegas</u> | NV <u>89123</u> |
| Tenant <u>Kwang Bin Na</u>       | Initials <u>K.B.N.</u>      | Tenant <u>Hao</u>             | Initials _____  |
| Tenant _____                     | Initials _____              | Tenant _____                  | Initials _____  |

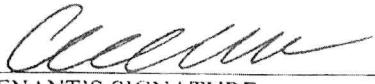
## 1 46. ADDITIONAL TERMS AND CONDITIONS:

2 This is just a courtesy lease prepared for the owner. BluePrint Realty is  
 3 not managing this  
 4 property.

5 Landlord agrees to rent the Premises on the above terms and conditions.

6  8/15/19  
 7  
 8 LANDLORD/OWNER DATE LANDLORD/OWNER DATE  
 9 OR Landlord's Authorized NRS 645  
 10 Permitted Property Manager  
 11  
 12 Hao Lin  
 13 PRINT NAME PRINT NAME  
 14

15 Tenant agrees to rent the Premises on the above terms and conditions.

16  8/15/19  
 17  
 18 TENANT'S SIGNATURE DATE TENANT'S SIGNATURE DATE  
 19  
 20 Kwang Bin Na  
 21 PRINT NAME PRINT NAME  
 22  
 23  
 24 TENANT'S SIGNATURE DATE TENANT'S SIGNATURE DATE  
 25  
 26 PRINT NAME PRINT NAME  
 27

28 Real Estate Brokers and Designated Property Managers:

29 A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction  
 under paragraph 41 are not parties to this Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 42.

Property 7612 Borealis St Las Vegas NV 89123  
 Owner's Name Hao Lin Owner's Name Hao  
 Tenant Kwang Bin Na Initials K.B.N. Tenant Initials  
 Tenant Initials



## LEASE ADDENDUM FOR DRUG FREE HOUSING

for

7612 Borealis St

Las Vegas

NV 89123

(Property Address)

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises, "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. §802).
2. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject leasehold premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold premises or otherwise.
5. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in acts of violence, including, but not limited to the unlawful discharge of firearms, on or near the subject leasehold premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This addendum is incorporated into the lease executed or renewed this day between Landlord and Tenant.

Landlord  
LANDLORD/OWNER  
OR Authorized Signatory

8/15/19

DATE

Hao Lin  
PRINT NAME

LANDLORD/OWNER  
OR Authorized Signatory

DATE

PRINT NAME

Callum  
TENANT'S SIGNATURE

8/15/19

DATE

Kwang Bin Na  
PRINT NAME

TENANT'S SIGNATURE

DATE

PRINT NAME

TENANT'S SIGNATURE

DATE

TENANT'S SIGNATURE

DATE

PRINT NAME

PRINT NAME

Lease Addendum for Drug Free Housing Rev. 10.2016

© 2016 Greater Las Vegas Association of REALTORS

This form presented by Mr. Wenye Yan | BluePrint Realty  
T.T.C | 7028430561 | [www2k800@gmail.com](mailto:www2k800@gmail.com)

Instanet

BLUEPRINT  
REALTY

PROVIDING THE VISION FOR ALL YOUR REAL ESTATE NEEDS



# SMOKE DETECTOR AGREEMENT

## FOR

7612 Borealis St

Las Vegas

NV 89123

Property Address

In reference to the Residential Lease Agreement ("Lease Agreement") executed by

OWNER'S Name: Hao Lin, OWNER'S Name: \_\_\_\_\_ andTENANT's Name: Kwang Bin Na TENANT's Name: \_\_\_\_\_

TENANT's Name: \_\_\_\_\_ TENANT's Name: \_\_\_\_\_

dated 08/15/2019 covering the above-referenced real property, the parties hereby agree that the Lease Agreement be amended as follows:

Landlord and Tenant agree that the premises are equipped with smoke detection device(s). Tenant shall agree as follows:

1. It is agreed that Tenant will test the smoke detector(s) within twenty four (24) hours after occupancy and inform Landlord or his/her Agent immediately if detector(s) is not working properly.
2. It is agreed that Tenant will be responsible for testing smoke detector(s) weekly by pushing the "push to test" button on the detector for about five (5) seconds. To be operating properly, the alarm will sound when the button is pushed.
3. Tenant understands that said smoke detector(s) is a battery operated unit and it shall be Tenant's responsibility to insure that the battery is in operating condition at all times. If after replacing battery, any smoke detector(s) will not operate or has no sound, Tenant must inform Landlord or his/her Agent immediately in writing.
4. Landlord and his/her Agent recommend that Tenant provide and maintain a fire extinguisher on the premises.
5. The undersigned have read the above agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of said agreement.
6. Tenant shall not under any circumstances remove, disable or tamper with any smoke detection device(s).

Hao Lin  
LANDLORD/OWNER  
Print Name: Hao Lin

8/15/19  
DATE

LANDLORD/OWNER  
Print Name: \_\_\_\_\_

DATE

Kwang Bin Na  
TENANT'S SIGNATURE  
Print Name: Kwang Bin Na

8/15/19  
DATE

TENANT'S SIGNATURE  
Print Name: \_\_\_\_\_

DATE

TENANT'S SIGNATURE  
Print Name: \_\_\_\_\_

DATE

TENANT'S SIGNATURE  
Print Name: \_\_\_\_\_

DATE



PROVIDING THE VISION FOR ALL YOUR REAL ESTATE NEEDS



## LEASE ADDENDUM FOR ILLEGAL ACTIVITY FOR

7612 Borealis St

Las Vegas

NV 89123

Property Address

In consideration of the execution or renewal of a lease of the Property, Landlord and Tenant hereby agree that the Residential Lease Agreement dated 08/15/19 be amended as follows:

1. Tenant and any member of Tenant's household or any guest shall not engage in any criminal or illegal activity, including but not limited to, illegal drug related activity, gang related activity or acts of violence on or near the subject Premises (as defined in the above-referenced Residential Lease Agreement). "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. §802). "Acts of violence" includes, but is not limited to, the unlawful discharge of firearms, on or near the Premises. Any and all firearms on the Premises must be stored properly pursuant to Nevada law.
2. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject Premises.
3. Tenant or members of the household will not permit the Premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL BREACH OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
5. In case of conflict between the provisions of this addendum and any other provisions of the Lease Agreement, the provisions of the addendum shall govern. This lease addendum is incorporated into the lease executed or renewed this day between Landlord and Tenant.

|                     |         |   |      |   |      |
|---------------------|---------|---|------|---|------|
| <u>Hao Lin</u>      | 8/15/19 | LANDLORD/OWNER<br>OR Authorized Signatory | DATE | LANDLORD/OWNER<br>OR Authorized Signatory | DATE |
| <u>Hao Lin</u>      |         | PRINT NAME                                |      | PRINT NAME                                |      |
| <u>Kwang Bin Na</u> | 8/15/19 | TENANT'S SIGNATURE                        | DATE | TENANT'S SIGNATURE                        | DATE |
| <u>Kwang Bin Na</u> |         | PRINT NAME                                |      | PRINT NAME                                |      |
| TENANT'S SIGNATURE  | DATE    | TENANT'S SIGNATURE                        | DATE |   |      |
| PRINT NAME          |         | PRINT NAME                                |      |   |      |